



# RENTING AS A STUDENT: YOUR RIGHTS

FEBRUARY 2024



# LAND ACKNOWLEDGEMENT

Community and Legal Aid Services Program (CLASP) recognizes that many Indigenous Nations have longstanding relationships with the territories upon which York University campuses are located that precede the establishment of York University. We acknowledge its presence on the traditional territory of many Indigenous Nations. The area known as **Tkaronto** has been care taken by the **Anishinabek Nation**, the **Haudenosaunee Confederacy**, and the **Huron-Wendat**. It is now home to many First Nation, Inuit and Métis communities. We acknowledge the current treaty holders, the **Mississaugas of the Credit First Nation**. This territory is subject of the Dish with One Spoon Wampum Belt Covenant, an agreement to peaceably share and care for the Great Lakes region.



# TERMS WE'LL USE



## **Lease:**

- An agreement between a landlord and tenant.
- Can be written, oral, or implied.
- Fixed-term lease: lasts a defined period of time
- Month-to-month lease: no defined period but continues until terminated
- Also “rental agreement” or “tenancy agreement.”



## **Rental unit:**

- The living space a tenant rents from the landlord
- Could be a house, apartment, or room, depending on the terms of the agreement



## ***Residential Tenancies Act:***

- The law which governs most rental housing in Ontario
- Also “the RTA”



## **Landlord and Tenant Board:**

- The tribunal responsible for dealing with most disputes between landlord and tenants
- Also “the Board” or “the LTB”

WHAT LAWS PROTECT  
STUDENT TENANTS?

***Residential  
Tenancies  
Act, 2006***

- The *Residential Tenancies Act, 2006* (“RTA”) is the legislation that governs most renting in Ontario
- Any part of a lease that conflicts with the RTA is **void**- meaning it can’t be enforced by the law.
- The Landlord Tenant Board (LTB) has exclusive jurisdiction over RTA matters

# DOES THE RTA APPLY TO ME?

## IN

- People who pay rent to a landlord in exchange for the right to live in a place:
  - House
  - Apartment
  - Condominium
  - Mobile home park
  - Rent-geared-to-income housing
  - Retirement homes
  - Rooming houses
  - Sometimes: motel rooms

## OUT

- Most residences owned by colleges and universities.
- Tenants who share a kitchen or bathroom with the owner of the property.
- Hotels, prisons, hospitals, shelters.
- Roommates who are not on the lease (*i.e. no contract with landlord*)

# LEASING UNDER THE RTA

## *Common clauses in leases that are void and cannot be enforced*



### **Leases Automatically Renew**

Fixed-term leases automatically renew as month-to-month leases at the end of the term, if no notice is given

A clause that states the tenant must leave after a year would be void and unenforceable



### **Maintenance is the Landlord's Responsibility**

A clause that states that the tenant must pay for repairs is void and unenforceable.

A maintenance "deductible" is also void and unenforceable.



### **No Pets**

A clause prohibiting pets in a unit is void and unenforceable. However, there is an exception for Condominiums.



### **The Landlord Cannot Limit Payment Options**

A clause that states that a tenant must pay by pre-paid cheque or by direct deposit is void and unenforceable



### **Credit Check**

According to s. 10 of the *RTA*, a prospective landlord can request any financial information to assess a tenant's application.

A landlord must obtain written consent from the tenant before performing a credit check.

# WHAT RIGHTS DO STUDENTS HAVE WHEN LOOKING FOR AN APARTMENT?

Prospective landlords can ask personal questions:

- Where is your current residence?
- What's your rental history?
- Can I have references?
- How much money do you make?
- Can I have a credit report?
- And lots more...

But: landlords CANNOT discriminate against you

**The *Human Rights Code* prohibits landlords from discriminating on the basis of:**

- Race, ancestry, place of origin, ethnic origin, colour, citizenship
- Creed
- Sex or sexual orientation, gender identity or gender expression
- Age
- Marital status, family status
- Disability
- Receipt of public assistance

If there is evidence that landlord rejected a rental application for one of these reasons, the Human Rights Tribunal of Ontario can award compensation.

# STUDENTS AND GUARANTORS

- ➔ A guarantor is someone who promises to pay the rent if the tenant cannot
- ➔ Landlords CAN require a prospective tenant to have a guarantor
- ➔ This demand must be based on the prospective tenant's credit score or income
- ➔ Requiring a guarantor based on specific characteristics (ex. Age or nationality), may be discrimination contrary to the code
- ➔ Requiring the guarantor to have a local credit history/bank account may not be discriminatory

Once a lease is signed, a guarantor has a *contractual* relationship with the landlord

This relationship is not covered by the RTA

Claims against a guarantor must be made through the Small Claims Court

Landlords cannot pursue guarantors in court unless the tenant has already been found liable by the LTB



# LOOKING OVER YOUR LEASE

- Landlords renting under the RTA are technically required to use the Ontario Standard Form Lease
- A tenancy is still valid if there is no written lease, or a non-standard lease.
- However: will generally be to your advantage to have a standard lease in writing.
  - Tenants whose lease is not in the standard form can request a standard lease.
  - If a Landlord does not provide one, a tenant may be able to exit their lease.
- Landlord and tenants can agree to *additional* terms- *as long as these terms do not violate the RTA.*
- If there are terms *you* require in the lease that the RTA does not provide for, make sure they are included.
  - Parking/other services, cleaning by landlord before occupation, smoke-free building, pet-free building, etc.
  - NB that landlord *can* decline to rent to you because of onerous conditions, as long as the rejection is not for discriminatory reasons.
  - A written agreement is safer than an oral agreement!

Ontario Standard Form Lease.pdf (SECURED) - Adobe Acrobat Pro (32-bit)

File Edit View E-sign Window Help

Home Tools OLS-CHRC Consult... Ontario Standard F...

Ontario Residential Tenancy Agreement (Standard Form of Lease)

**Note**

This tenancy agreement (or lease) is required for tenancies entered into on **March 1, 2021 or later**. It does not apply to care homes, sites in mobile home parks and land lease communities, most social housing, certain other special tenancies or co-operative housing (see Part A of General Information).

Residential tenancies in Ontario are governed by the Residential Tenancies Act, 2006. This agreement cannot take away a right or responsibility under the Residential Tenancies Act, 2006.

Under the Ontario Human Rights Code, everyone has the right to equal treatment in housing without discrimination or harassment.

All sections of this agreement are mandatory and cannot be changed.

**1. Parties to the Agreement**

Residential Tenancy Agreement between:

**Landlord(s)**

1. Landlord's Legal Name

[Add a Landlord \(+\)](#)

**Note:**  
See Part B in General Information.

**and Tenant(s)**

Last Name	First Name
1. Last Name	First Name
2. Last Name	First Name
3. Last Name	First Name

Check out new e-sign tools

Standard form lease available at:  
<https://forms.mgcs.gov.on.ca/en/dataset/047-2229>.  
Compare any lease you are asked to sign with the standard form:  
All sections included that deal with tenants' rights? If not, red flag!

# WHAT DEPOSITS CAN MY LANDLORD ASK FOR?

## **CAN ASK YOU FOR (LEGAL):**

- A deposit equal to last month's rent.
  - **Must** go to rent for your last month
  - Typically "first & last"
- A key deposit **equal to the cost of a key.**
  - Cannot use this to collect a safety deposit
- Fees for NSF cheques.

## **CANNOT ASK YOU FOR (ILLEGAL):**

- Damage/safety/cleaning deposits.
- Demanding post-dated cheques or direct deposit.
- Making you pre-pay rent.
  - But you can offer...and if you offer, the landlord is allowed to accept.
  - Many realtors will encourage/pressure international students to pre-pay rent for up to a year.
  - Be aware that this will make it more difficult and complicated for you to get out of your tenancy.

## **DO I NEED TENANT INSURANCE?**

A landlord can require the purchase of tenant insurance as part of your lease.

### **Types of Insurance you would want to consider:**

- **Liability insurance** = protects you against claims resulting from damage or injury to others (ex. your landlord, damage to neighboring units).
- Personal belongings
- Sewer backup
- Etc... check what your policy covers!

Ensure that you conduct research and due diligence before purchasing your tenant insurance. Call more than one company to compare prices and check they the company is reputable.

**But tenant's insurance (or lack of it) doesn't excuse landlords from their obligations under the Act!**

# WHAT ARE MY RIGHTS AS A TENANT?

## (Some of) Tenants' & Landlords' rights under the RTA

### YOUR RIGHTS AS A TENANT

- ✓ Security of tenure (i.e. the legal right to stay until the tenancy is ended)
- ✓ Deemed renewal of lease at the end of a fixed term
- ✓ Rent control during the tenancy.
- ✓ Right to use the unit for all ordinary uses.
- ✓ Privacy.
- ✓ Guests (including roommates, as long as you still live in the unit)
- ✓ To have the landlord maintain the unit in a state of good repair.
- ✓ Accommodations for disability

### YOUR LANDLORD'S RIGHTS

- ✓ Receiving rent on time
- ✓ Collecting a last month's rent deposit
- ✓ Limited rent increase once every 12 months
- ✓ Unlimited rent increase between tenants
- ✓ Entry in the unit for specific reasons
- ✓ Refusing sublet/assignment for just cause
- ✓ Terminating the tenancy for own use
- ✓ Terminating the tenancy for major renos

# WHAT ARE MY OBLIGATIONS AS A TENANT?

## (Some of) Tenants' & Landlords' Obligations under the RTA

### YOUR OBLIGATIONS AS A TENANT

- ✓ Pay deposit and rent on time
- ✓ Maintain ordinary cleanliness
- ✓ No willful or negligent damage
- ✓ Don't bother or harass others
- ✓ No illegal acts that pose serious threats to the unit or your neighbours
- ✓ No endangering safety
- ✓ Don't interfere with the "reasonable enjoyment" of the landlord or other tenants

### YOUR LANDLORD'S OBLIGATIONS

- ✓ Pay property taxes, fees
- ✓ Comply with housing standards
- ✓ Good state of repair
- ✓ Privacy: ≥24h notice of entry required
- ✓ Unless there's an emergency
- ✓ Don't bother/harass tenants
- ✓ No lockouts
- ✓ No discrimination; duty to accommodate protected differences (Human Rights Code)
- ✓ No retaliating if tenant exerts rights
- ✓ No substantial interferences with tenant's reasonable enjoyment

# CAN MY LANDLORD ENTER MY APARTMENT?

## Legal Entry with notice

- Minimum 24h in advance
- In writing
- Specifying time of entry between 8 am and 8 pm
- Only for specific reason: Repair or replacement, mortgage/insurance appraisal, inspection, or any reason specified in the lease

## Legal Entry without notice

- Emergency
  - Leak, fire, anything that can't wait 24h
- Or with consent at time of entry

**Illegal** Entry: Any other entries into your private rental unit.



# INTERNATIONAL STUDENTS AND HOUSING RIGHTS

## International Students have the same rights under the RTA

- Being an international student does not affect your rights under the RTA.
  - **But** proceedings before the LTB/HRTO can take a long time
  - Some international students end up leaving the country before their cases are heard.
- Suing your landlord for violating your rights **does not impact your immigration status.**
- Your landlord **cannot** threaten you after you try to enforce your rights.

# ROOMING HOUSES AND MULTI- TENANT HOUSES

## RELEVANT TERMS:

### Dwelling Room:

- A rented room used as non-self-contained living accommodation
- The room can contain its own washroom or its own kitchen, but cannot contain both

### Multi-tenant House / Rooming House

- “A building with four or more dwelling rooms that may have shared common” washrooms and kitchens.
- Rooming houses are currently illegal in the GTA, and will continue to be illegal in Scarborough until 2024
- Many rooming houses operate illegally without the knowledge of the municipality

### *Does the RTA apply to rooming house?*

- The RTA usually applies to these rentals, regardless of whether the unit is licensed or not. Tenants have the same protections as they would if they rented a full-unit apartment.
- The RTA does **not** apply to you if you share a bathroom and/or a kitchen with the owner or the owner’s close family
- This exception only applies if the owner or the owner’s close family lives in the unit *before* the tenant moves in

# RENT INCREASE GUIDELINE

## RENT INCREASE

- Landlords can lawfully increase rent according to the Residential Rent Increase Guideline set by the Government of Ontario
- Usually, rent for a residential unit can be increased 12 months after either: The last rent increase or The date the tenancy begins
- The landlord must give a tenant written notice of a rent increase at least 90 days before it takes effect.

## RENT DECREASE

- Discounted rent is (generally) not your lawful rent!
- Landlords can give you a discount and then increase up to lawful rent once it expires

## One major exception: Units created after November 2018

- New buildings, additions to existing buildings and most new basement apartments that are occupied for the first time for residential purposes after November 15, 2018 are exempt from rent control.
- This means that your landlord could raise the rent **however much they want**. But still only once every 12 months

Guideline = maximum a landlord can increase most tenants' rent during a year without the approval of the LTB and/or an agreement with their tenant

### Previous rent increase guidelines

The chart below illustrates yearly rent increases, in Ontario, from 1991 to 2024.

Year	guideline (%)
2024	2.5
2023	2.5
2022	1.2
2021	0 <sup>[1]</sup>
2020	2.2



Landlords can increase rent by 2.5% effective January 2024



# ENDING A LEASE AND MOVING OUT

## What if you want to move out? You can...

- Give the required amount of **notice**.
- Reach an **agreement** with your landlord to end the tenancy.
- **Assign** your unit.
- **Sublet** your unit.
- Move out without your landlord's agreement, and demand that the landlord **minimize** their losses.

# ENDING THE TENANCY WITH NOTICE

- Complete an N9 form (available on the website of the Landlord and Tenant Board) and give your landlord a copy.
- **Month-to-month tenancy:** must give 60 days' notice and last day of tenancy must be end of rental period (day before you pay rent)
- **Fixed-term tenancy:** must give 60 days' notice and last day of tenancy must be end of term.

**Tenant's Notice to End the Tenancy N9**  
(Disponible en français)

To: (Landlord's name)	From: (Tenant's name) include all tenant names
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Address of the Rental Unit:

I am giving this notice because I want to move out of the rental unit.

The last day of my tenancy will be . This is the termination date.

I will move out of the rental unit on or before the termination date.

**Important information from the Landlord and Tenant Board**

**The termination date** For most types of tenancies (including monthly tenancies) the termination date must be at least **60 days** after the tenant gives the landlord this notice. Also, the termination date must be the last day of the rental period. For example, if the tenant pays on the first day of each month, the termination date must be the last day of the month. If the tenancy is for a fixed term (for example, a lease for one year), the termination date cannot be earlier than the last date of the fixed term.

**Exceptions:**

- The termination date must be at least **28 days** after the tenant gives the landlord this notice if the tenancy is daily or weekly (the tenant pays rent daily or weekly). Also, the termination date must be the last day of the rental period. For example, if the tenant pays rent weekly each Monday, the termination date must be a Sunday. If the tenancy is for a fixed term, the termination date cannot be earlier than the last date of the fixed term.
- The termination date can be earlier than the last day of a fixed term tenancy (but still must be the last day of a rental period) if the tenant is giving this notice because:
  - the tenancy agreement was entered into on or after April 30, 2018,
  - the landlord was required to use the Residential Tenancy Agreement (Standard Form of Lease) form but did not,

# ENDING THE TENANCY BY AGREEMENT

- A landlord and tenant can agree to end a tenancy whenever they want.
- A signed N11 form (Agreement to End the Tenancy) is not required but may help make terms of agreement clear.
- A landlord *cannot* force you to sign an N11!
- Once you have signed an N11, can't change your mind unless landlord agrees. Be certain that you want to move.
- Do not be pressured into signing an N11 if your landlord is renovating you or if they are terminating the lease to move in themselves or a family member
  - You are entitled to compensation for these reasons!

Form N11 (SECURED) - Adobe Acrobat Pro (32-bit)

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in bulk, and more.  
[See All](#)

### Agreement to End the Tenancy N11 (Disponible en français)

Name of Tenant: include all tenant names	Name of Landlord:
--	-------------------

Address of the Rental Unit:

The landlord and the tenant agree that the tenancy will end on  dd/mm/yyyy

This is the termination date. The tenant will move out of the rental unit on or before the termination date.

#### Important information from the Landlord and Tenant Board

**The landlord can apply to evict the tenant** After the landlord and tenant sign this agreement, the landlord can apply to the Board for an order evicting the tenant. The earliest eviction date the Board can include in its order is the termination date set out above.

**The tenant must move out** The tenant must move out and remove all their personal possessions from the rental unit by the termination date set out above. If the tenant moves out by the termination date set out above, but leaves behind personal possessions, the tenant will no longer have any rights to those possessions and the landlord will be allowed to dispose of them.

**The tenant can't be required to sign this agreement** A landlord cannot require the tenant to sign an N11 Agreement to End the Tenancy as a condition of agreeing to rent a unit. A tenant does not have to move out based on this agreement if the landlord required the tenant to sign it when the tenant agreed to rent the unit.

**Exceptions:** A landlord can require a tenant to sign an N11 Agreement to End the Tenancy as a condition of agreeing to rent a rental unit in the following two situations:

- The tenant is a student living in accommodation provided by a post-secondary institution or by a landlord who has an agreement with the post-secondary school to

# ADDITIONAL RESOURCES



## STEPS TO JUSTICE

<https://stepstojustice.ca/legal-topic/housing-law/>



## COMMUNITY LEGAL EDUCATION ONTARIO

<https://www.cleo.on.ca/en/resources-and-publications/housing-law>



## COMMUNITY AND LEGAL AID SERVICES PROGRAM (CLASP)

(416) 736-5029

# BEST PRACTICES

View a rental unit **before** you move in, or have a friend view it

Take detailed pictures of the condition of the unit when you move in and out

Know your rights!

Ask questions, ask for reasons, **get everything in writing**

Be aware of the risks of pre-payment

If you're presented with an offer, take the time you need to think

Raise issues with your landlord ASAP, in writing, and keep all communications

- Get time-stamped photos/videos
- Write down names of witnesses

Gather all relevant information in case you need it

- Landlord's legal name, address, contact information
- Banking information (pay rent by cheque at least once)



## How to Access CLASP Services

Call our office during business hours to complete an initial screening.

Mon 9:30 - 4:30pm  
Wed 9:30 - 4:30pm  
Thurs 9:30 - 4:30pm

CLASP will contact you within 3 business days to conduct an intake interview.

After receiving relevant documentation, we will conduct an application review with the supervising lawyer.

Within 10 days of receiving all requested documentation, we will provide a response to your application.